Ĭ	32486 SUBMITTED FOR RECORDATION BY AND RETURN TO:	MTC 13255	Vol. <u>M84</u> Page - 69	}4
	MOTHER LODE SAVINGS & LOAN 800 L STREET SACRAMENTO, CA 95814			
		SPACE ABOVE THIS	LINE FOR RECORDER'S USE	
	DEED OF TRUST	AND ASSIGNMENT O	FRENTS	-
	(This is () is not (X) a Construction Tr portion of the funds secured hereby are for purposes THIS DEED OF TRUST made the 30th J.C. HATFIELD	ust Deed. If this is designated a Constr s of constructing or improving real prop day of Deceml	uction Trust Deed then all or some erty.)	
	whose address is 1625 No. C Street			
	whose address is <u>1625 No. C Street</u> (Number and Street) herein called Trustor, and MOTHER LODE SERV	Sacramento, California	(State)	
c			herein called Trustee	
с.: 	and MOTHER LODE SAVINGS AND LOAN IT IS AGREED:	N ASSOCIATION	, herein called Beneficiary.	
	1. Trustor, for the purpose of securing (a) the payment of the sum of			
	together with interest thereon according to the terms of a promissory note or notes of even date herewith which note or notes are payable to Beneficiary or order and any extensions or renewals thereof; (b) the payment of any other obligations whatsoever, whether primary, secondary, direct, indirect, fixed or contingent which are now due or which may hereafter become due from Trustor (or any of them, or any successor in interest of Trustor or any of them) whether created directly or acquired by assignment upon condition that a document evidencing such other obligation or another document signed by the Trustor (or any of them or any successor in interest of Trustor or any of them) and accepted by Beneficiary, specifically provides that said obligation is secured by this Deed of Trust; (c) performance of each agreement of Trustor incorporated by, or may otherwise he due to Trustee or Beneficiary under any provision of this Deed of Trust; (e) payment of such further sums as the then record owner of the subject property may hereafter borrow from Beneficiary, its success or assigns when said borrowing is evidenced by a promissory note or notes reciting that it or they are so secured; (f) performance of each agreement of Trustor contained in any building loan agreement or other agreement entered plance and performance with each and every provision under any Declaration of Covenants, Conditions and Restrictions power of sale, that certain real property in the County of <u>Klamath</u> . State of XaMAxxix Oregon The SW4 of Section 20, Township 32 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.			
Contraction of the second seco	Commonly known and designated as			
	(Number and S	Street) KLAMATH_COUNTY		
	(If unknown state)	, <u></u>	, <u>OREGON</u> State	
	together with all interest which Trustor now has a easements and rights of way appurtenant thereto, (j) all adjacent lands within enclosures or occupie growing or to be grown on said property, (l) all stock pertaining to water or water rights, (m) all re- ficiary as additional security, reserving, however, 1 (but not any bonuses, royalties, or other payments prior to any event of default hereunder, (n) all oth property and used or usable in connection with the therein is now owned or hereafter acquired by Trus of them) including but not limited to the following garbage disposals, dishwashers, water heaters, plants einerating, power equipment, engines, pipes, pump fire prevention, fire extinguishing, refrigerating, ve apparatus, elevators, escalators, shades, awnings, sa titions, ducts and compressors, and all of the interes ditional sale agreement, chattel mortgage or securi- paragraph is a part of the real property whether or r and their successors and assigns such property is dec- agrees to execute and deliver upon demand, from to confirm or enforce the lien herein granted on any is	(1) all oblidings and improvements no d by buildings parily on the above-d water and water rights (whether or nuts, issues and profits therefrom, whi to Trustor the right to collect when (a arising out of any lease or transfer er property now or hereafter located is real property or any operation thereor stor (or any of them, or any successo it All floor coverings, shrubs, trees, ea , machinery, apparatus, fittings, fixtur s, tanks, motors, conduits, switchben entilating, communications apparatus, to f Trustor in and to such property a by agreement. It is agreed that all of not affixed or annexed to the real property and model conclusively to be real property and ison the time, content for the real property and the time to form	wand hereafter located thereon, escribed property, (k) all crops by arputterart) and shares of the are hereby assigned to Bene- like and retain any of the same of minerals or mineral rights) in or upon any part of said real which property or any interest r in interest of Truster, or any rpeting, drapes and drape rods, esc, heating, lighting, laundry, in- ds, plumbing, lifting, chaning, air cooling and air conditioning these refrigerators, cabinets, par- hich may be abject to any con- the property referred to in this "ity and as to the parties hereto	

2. TRUSTOR AGREES:

(a) Taxes: (1) To pay, when due, all taxes, bonds and assessments including assessments on appurtenant water stock and all other charges and encumbrances which now are or shall hereafter be or appear to be a lien upon said property or any part thereof, and in default thereof. Trustee or Beneficiary, without obligation so to do and without demand or notice upon Trustor, may pay the same. Trustee or Beneficiary shall be the sole judge of the legality or validity thereof and of the amounts necessary to be paid; (2) To include as an addition to each monthly payment provided for in the note secured by this Deed of Trust, should Beneficiary so elect, a sum necessary to establish an adequate reserve for use in payment of annual taxes, assessments and insurance premiums. This reserve, until disbursed, or applied as provided herein, at the option of the Beneficiary, constitutes security for the Ioan; and, said reserve may be utilized and comingled by Beneficiary who is entitled to all earnings and interest, if any, produced by said reserve and the funds contained therein.

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(b) Insurance: To keep said property insured against loss or damage by fire and if required by Beneficiary, earthquake, mortgage guaranty and other risk or risks which, in the opinion of Beneficiary, should be insured against, under policies of insurance payable to Beneficiary (by means of the standard mortgagee clause without contribution, if obtainable) as the interest of the Beneficiary may appear, in form, amount and companies acceptable to Beneficiary (such insurance protection shall, at all times, be in amounts at least equal to the amount of Trustor's unpaid indebtedness secured hereby) and upon demand of Beneficiary to deposit with the Trustee or Beneficiary such policies, with premiums paid, as additional security, which delivery shall constitute an assignment by Trustor to Beneficiary of all rights thereunder, including return of premium; to give Beneficiary satisfactory evidence of renewal of policies with premiums paid at least fifteen (15) days before expiration and in default thereof. Beneficiary may procure such insurance as it may elect and may make payment of premiums thereon which payment is payable on demand and is secured hereby. In no event and whether or not default hereunder has occurred shall Beneficiary, by that fact of approving, accepting or obtaining such insurance, incur any liability for the amount of such insurance, the form or legal sufficiency of insurance contracts, solvency of insurers, or payment of losses by insurers, and Trustor hereby expressly assumes full responsibility therefor and liability, if any, thereunder. In case of any loss, Beneficiary, in its discretion, may adjust, collect, receipt for, sue upon and compromise any claims, and any amount collected may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at Beneficiary's option the amount so collected, or any part thereof, may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder, or invalidate any act done pursuant to such

(c) Maintenance: To keep said property in good condition and repair; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay, when due, all claims for labor performed and materials furnished therefor and for any alterations thereof; to comply with the provisions of all insurance policies covering and with all laws, ordinances and regulations affecting said property; not to remove, demolish or materially alter any building at any time thereon unless the written consent of Beneficiary is first had and obtained; not to commit or permit any waste thereof or any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts, in a timely and proper manner, which from the character or use of said property may be reasonably necessary to protect and preserve said security, the specific enumerations herein not excluding the general.

(d) Construction of Improvements: If the loan secured hereby or any part thereof is being obtained for the purpose of construction or improvements on said property. Trustor also agrees, anything in this Deed of Trust to the contrary notwithstanding: (1) to complete same in accordance with plans and specifications satisfactory to Beneficiary; (2) to allow Beneficiary to inspect said property at all times during construction; (3) to replace any work or materials unsatisfactory to Beneficiary, within fifteen (15) calendar days after written notice from Beneficiary of such fact, which notice may be given to the Trustor by registered mail, sent to his last known address, or by personal service of the same; (4) that calendar days.

(e) Defending Trust: To defend this Trust in any action or proceeding to affec, the security or the interest of the Beneficiary or the Trustee in the security, and to file and prosecute all necessary claims and actions to prevent or recover for any damage to or destruction of the security; and, either the Beneficiary or the Trustee, at any time during the continuation of this trust is hereby authorized, without obligation so to do, to commence, appear in. defend, and in connection therewith, to compromise any such action or proceeding whether brought by or against Trustor. Beneficiary, or Trustee, or with or without suit, to exercise or enforce or compromise any other right, remedy or power available or conferred hereunder.

(f) Reimbursement: Beneficiary or Trustee, without obligation to do so, or notice to or demand upon Trustor and without liability for anything done or omitted while performing the same and without releasing Trustor from any obligation hereunder are authorized to perform any act herein agreed to be performed by Trustor and upon the terms above stated the Beneficiary or Trustee are authorized to take such other action as they or either of them consider appropriate to protect the security or to protect their interest in the security. In exercising any powers herein authorized the Beneficiary or Trustee may employ counsel, accountants, real estate brokers, appraisers, and others and pay such fees therefor and may expend such sums of money the Beneficiary or Trustee deem proper. Until repaid such sums shall be secured hereby. Trustor shall repay to Beneficiary or Trustee, upon demand, all amounts which they or either of them may incur in defending this trust or in exercising any right, privilege or remedy hereunder together with interest thereon from the date such sum was advanced until it is repaid at the rate provided in said promissory note, the repayment of which is secured hereby.

(g) Loss: (1) Condemnation: All compensation awards or damages in connection with any condemnation for public use or any injury to said property, or any part thereof, are hereby assigned and shall be paid to Beneficiary, which (2) Damage: All causes of action, whether accrued before or after the date of this Deed of Trust, of all types for damage or injury to said property or any part thereof, or in connection with this transaction financed by funds loaned to arising in tort or contract and causes of action for fraud or concealment of a material fact, are, at Beneficiary's option, assigned to Beneficiary and the proceeds shall be paid to Beneficiary, who may, after deducting thereform all its exsame effect as above provided for the disposition of proceeds of fire and other insurance. Beneficiary may at its option appear in and prosecute in its own name any action or proceeding to enforce any such cause of action and may make any compromise or settlement thereof. Trustor agrees to execute such further assignments of any compensation award, damage and causes of action as Beneficiary shall request.

(h) Inspection: Either Beneficiary or Trustee. or both, at any time during the continuation of this Trust may enter and inspect said encumbered property.

(i) Late Charge: To pay upon demand, in the event that any payment or portion thereof is not paid within fifteen (15) days from the date the same is due, a "late charge" as set forth in the note(s) secured hereunder.

(j) Reconveyance: If Trustor shall pay or cause to be paid in full said promissory note and all sums herein agreed to be paid by Trustor or secured hereby and the interest thereon, and also the reasonable expense of this Trust, then Trustee, upon delivery to it of this Deed of Trust, said promissory note marked fully paid, and satisfactory evidence of the payment in full of all other indebtedness hereby secured, shall, upon the written request of Bencficiary, reconvey, without warranty regarding title, possession or encumbrance, all of the estate in said property granted to Trustee under the terms hereof and not theretofore reconveyed. The grantee in such reconveyance may be described and designated as "the person or persons legally entitled thereto" or "the present holders of the equitable title of the real property described in said Deed of Trust." All reconveyances in whole or in part shall be at the sole cost of the grantee.

(k) Default: Default shall occur if: (1) payment or performance of any note, indebtedness, liability or obligation secured hereby or of any interest thereon be not made at the time or in the manner agreed; or (2) Trustor fails to perform any of its obligations hereunder; or (3) if this Deed of Trust or any note, or other obligation secured hereby provides any charge for prepayment of such note, obligation or any other indebtedness and Trustor fails to pay the same; or (4) said property be subject to abatement proceedings; or (5) any financial information given by Trustor to Beneficiary be not true in any material respect or any essential financial information be withheld by Trustor from Beneficiary; or (6) said property, or any part thereof, be attached or become subject to any other legal process and be not released therefrom

within ninety (90) days; or (7) Trustor (or any of them, or any successor in interest of Trustor, or any of them) die, be declared incompetent, become insolvent, make an assignment for the benefit of creditors, be the subject of any bankrupter proceeding, reorganization, arrangement, insolvency, receivership, liquidation or dissolution proceeding, (8) Any sale, conveyance, alienation, lease, succession, assignment or other transfer of said property or any agreement to sell, convey, alienate, lease, assign, or otherwise transfer said property without the prior written consent of the Beneficiary may at the discretion of the Beneficiary be declared a default and the entire balance of principal and interest due on said note together with all other obligations secured by this Deed of Trust shall be immediately due and payable.

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(1) Remedies: Upon the happening of any such events Beneficiary or Trustee, or both, without the necessity of any notice or demand to Trustor or any other party liable for the said indebtedness or having an interest in said property. notice of demand to frustor of any other party name for the sind independences of nating an interest in some property may do any or all of the following: (1) declare all indebtedness secured hereby immediately due and payable; (2) take possession of and operate said property and any personal property thereon used in the operation of said property and any business conducted thereon without liability or obligation on its part, and do all such acts affecting said property as Beneficiary may deem necessary to conserve the value thereof, whether or not referred to otherwise herein; (3) collect and enforce the payment of all rents, issues and profits of said property or any part thereof, with or without taking possession and without thereby assuming any liability under any tenancy, lease or option; (4) to the extent permitted by law, bring and without thereby assuming any montry under any tenancy, mass of option, (4) to the extent permitted by law, using an action to enforce the payment of any note or indebtedness secured hereby without the necessity of exercising any remedy hereunder or the prior sale of said property and without thereby waiving any other right or remedy; (5) perform any of the foregoing acts with or without bringing any action or proceeding, or through a receiver appointed by a court, and in any case without necessity of having given or recorded any notice of default or election to sell and without regard to the adequacy of security; (6) bring an action in any court of competent jurisdiction to forcelose this Deed of Trist; (7) elect to sell said property or any part thereof; (8) the Trustee, upon presentation to it of a statement by the Beneficiary alleging a default by the Trustor is authorized to rely upon such statement and to act thereunder.

(m) Sale: In case of election to sell. Trustee or Beneficiary shall record in each office of the Recorder of the County wherein said property or any part thereof is situate a notice of default and of the election of Beneficiary to sell said property. Such notice of default shall contain such further recitals as may be required by law, and after notice of its recordation has been given to all parties entitled thereto, and the period required by law shall have clapsed following the recordation of said notice of default. Trustee, after giving the notices required by law, shall sell said property, or such part thereof as in its sole discretion it shall find recessary, in the manner required by law. Trustee may postpone said sale by public announcement at the time and place fixed in the original notice of sale, and may thereafter postpone said sale from time to time by announcement, at the time and place so advertised or to which such sale may have been postponed. if the property consists of several known lots or parcels the Trustee nevertheless may sell the property as a whole or in parcels as the Trustee may determine and if in parcels in such order as the Trustee may determine at public auction to the highest bidder in lawful money of the United States. Said sale may take place in any County in which the property or any portion thereof is located. Trustee in conducting said sale may act through agents, attorneys or auctioneers. Any person, including Trustor or Trustee or Beneficiary, may purchase at such sale. Trustee shall not be obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

(n) Proceeds of Sale: Upon such sale, Trustee shall, after receipt of the amount paid, deliver to the purchaser its Deed conveying said property without warranty as to title, possession or encumbrances and shall apply the proceeds of the sale in the following order to the payment of: (1) expenses of sale; (2) costs, fees, charges and expenses of Trustee and of this Trust, including attorneys fees in a reasonable amount; (3) costs of evidence of title and Trustee's fee in connection with such sale; (4) all sums expended under any of the terms hereof by Trustee or Beneficiary not then repaid, with accrued interest at the same rate as specified in the note for accrued interest on said note; (5) accrued interest on said note or notes; (6) unpaid principal of said note or notes; and (7) all other obligations of Trustor to Beneficiary secured hereby; and any remainder shall be paid to the person or persons legally entitled thereto upon proof of such right. The recitals in such Deed of any matters, proceedings and facts shall be conclusive proof of the truthfulness and regularity thereof. Trustor agrees to surrender possession of said property to the purchaser immediately and without demand.

(o) Other Security: If there exists additional security for the performance of the obligations secured hereby, the to) other security: it there exists annitional security for the performance of the congations secured hereoy, the holder thereof, at its sole option and without limiting or affecting any rights or remedies hereunder, may exercise any rights and remedies to which he may be entitled hereunder either concurrently with whatever other rights he may have in connection with such security or in such order as he may determine.

(p) Consent: Without affecting the liability of any person, including Trustor, for the payment of any indebtedness secured hereby or the lien of this Deed of Trust for the full amount of the indebtedness then remaining unpaid (other than any person or property specifically released by Beneficiary). Beneficiary or Trustee, if so requested by Beneficiary, may from time to time without notice do any one or more of the following: (1) release any indebtedness: (2) extend the time or otherwise alter the terms of payment of any such indebtedness; (3) accept additional security; (4) substitute or release any property securing such indebtedness; (5) reconvey any part of said property; (6) consent to the making of any map or plat thereof; (7) join in granting any easement thereon; or (8) join in any extension agreement or any agreement sub-

3. IT IS MUTUALLY AGREED:

(a) Successor Trustee: Beneficiary may, from time to time, substitute another Trustee in the place of the Trustee herein named, to execute this trust. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all the title, powers and duties conferred upon the Trustee herein named. Each such appointment and substitution shall be made by written instrument executed by the Beneficiary, containing reference to this deed of trust sufficient to identify it, which, when recorded in the office of the County Recorder of the county or counties in which the property is situated, shall be conclusive proof of the proper appointment of the successor trustee.

(b) Remedies Cumulative: No remedy herein provided shall be exclusive of any other remedy herein or now or hereafter existing by law, but shall be cumulative. Every power or remedy hereby given to Trustee or to Beneficiary or to which either of them may be otherwise entitled, may be exercised from time to time and as often as may be deemed expedient by them, and either of them may pursue inconsistent remedies.

(c) Destruction of Documents: Trustee or Beneficiary, or both, may at any time after the expiration of five (5) years after Trustee ceases to act under, or has conveyed or otherwise ceased to hold all property subject to, this Deed of

Trust, destroy without liability for so doing all documents, papers and correspondence (including this Deed of Trust) re-

(d) Statute of Limitations: The pleading of any statute of limitations as a defense to any and all obligations secured by this deed of trust is hereby waived to the full extent permissible by law.

(c) Allocation of Funds: Despite any contrary provision herein or in the promissory note of Trustor, Beneficiary shall have the absolute right to direct the manner in which payments or proceeds shall be applied men or allocated among the

(f) Binding on Heirs: This deed of trust shall inure to and bind the heirs, devisees, legal representatives, successors and assigns of the parties hereto. All obligations of each Trustor hereunder are joint and several. The rights or remedies granted hereunder, or by law, shall not be exclusive, but shall be concurrent and cumulative.

(g) Definitions: Whenever the context so requires, the masculine includes the feminine and neuter and the singular includes the plural. The term "Beneficiary" includes not only the original Beneficiary hereunder but also any future owner

and holder including pledgees of the promissory note and indebtedness secured hereby, "Trustor" includes each of the original Trustors if there was more than one and any successor in interest to any original Trustor. (h) Time: Time is of the essence of all Trustor's obligations hereunder; and to the extent permitted by law. Trustor

waives all present or future statutes of limitation with respect to debt, demand or obligation secured hereunder in any action or proceeding for the purpose of enforcing this Trust or any rights or remedies there inder.

(i) Non-Waiver: Acceptance by Beneficiary of any sum on account of any indebtedness secured hereby, after the date when such sum is due or after recording a notice of default and election to sell, shall not constitute a waiver of the right either to require prompt payment when due of all sums secured hereunder or to declare a default for failure to pay or a waiver of the right to proceed with the sale of said property under such notice for any unpaid balance of said indebted-

(j) Payment for Services: For any statement regarding the obligations secured hereby, Beneficiary may charge the maximum amount permitted by law at the time of the request therefor. For any other service rendered by Beneficiary with regard to this deed of trust, the loan secured thereby, or related matter the Trustor shall pay to the Beneficiary a reasonable fee which fee until paid shall be secured hereby and Trustor agrees to pay the same together with interest thereon at the highest rate of interest contained in any promissory note secured hereby.

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(k) Condominiums, Community Apartments, Etc.: If the security under this Deed of Trust is a condominium or a community apartment or planned development project. Trustor agrees to perform each and every obligation of the owner of such condominium or interest in such project under the declaration of covenants, conditions and restrictions pertaining to such condominium or project. Upon the request of Beneficiary, Trustor agrees to enforce against other owners in such condominium or project each and every obligation to be performed by them, if the same have not been performed or if valid legal steps have not been taken to enforce such performance within ninety (90) days after such request is made.

(1) Leasehold: If the security for this Deed of Trust is leasehold estate, Trustor agrees not to amend, change, terminate or modify his leasehold interest or any subleases or rental agreements thereunder, or enter into subleases or rental agreements, or exercise any option to purchase, or agree to do any of said things, without the written consent of Beneficiary being first obtained. In the event of a violation of this provision. Beneficiary shall have the right, at its option, to declare all sums secured hereby forthwith due and payable. Consent to the exercise of an option or to one amendment, change, agreement or modification shall not be deemed to be a waiver of the right to require consent to the exercise of an option thereafter nor shall it be deemed to be a waiver of the right to require consent to other, future or successive amendments, changes, agreements or modifications. Waiver of the right to require such consent in one instance shall not be deemed to be a waiver of the right to require such consent after the waiver. Trustor agrees to pay, when due, all rental and other payments including, but not limited to, taxes and assessments required under said leasehold, and otherwise to carry out all of the obligations and agreements to be performed by the lessee under the terms of said leasehold. The failure of Trustor to make any rental or other payment when due, or otherwise perform all of the obligations of the lessee under the terms of said leasehold or this Deed of Trust, shall constitute a default under the terms of this Deed of Trust, A default by Trustor, voluntary or involuntary, curable or not, under the terms of said leasehold shall likewise be deemed to constitute a default under the terms of this Deed of Trust, Trustor agrees to promptly give Beneficiary notice in writing of any default by Trustor under the terms of Trustor's leasehold and the provisions hereof. All sums expended by Beneficiary in curing any default by Trustor under the terms of said leasehold shall be secured hereby, and Trustor agrees to pay to Beneficiary immediately and without demand, all sums so expended by Beneficiary, with interest from date of expenditure at the highest rate of interest contained in any promissory note secured hereby. The term "said property" as used in this Deed of Trust shall be deemed to mean the leasehold interest herein granted to the Trustee and any other present or future interest of the Trustor and any successor in interest of Trustor. in said property whenever the context so requires.

(m) Accounting Pertaining to Income From Property: Trustor agrees that in the event said property is now or hereafter used for commercial or residential income purposes, that when requested by Beneficiary. Trustor will promptly deliver to Beneficiary such certified financial statements and profits and loss statements of such types and at such intervals as may be required by Beneficiary which will be in a form and content prepared according to the usual and acceptable accounting principles and practices, which statements shall cover the financial operations relating to said property, and when re-quested by Beneficiary, Trustor further agrees that Beneficiary may, upon 10 days' request, have access to Trustor's books and records to enable Beneficiary to verify the information furnished Beneficiary pursuant to this paragraph. Service of said request may be made personally or by ordinary mail, postage prepaid, addressed to Trustor at Trustor's last known address.

(n) No Offset: No offset of claim which Trustor now or may in the future have against Beneficiary shall relieve Trustor from paying the obligation secured hereby, or any installment of such obligation, or performing any other obligation contained herein or secured hereby.

(o) Captions: The captions contained herein are for convenience only and they shall not be used to interpret the terms of this deed of trust.

REQUEST FOR NOTICE OF DEFAULT:

Truster requests that a copy of any notice of default and of any notice of sale be mailed to each Truster at the address first set fouth above, page one, line three.

Signature of (Trustor(s) 12 J.C. Hatfield INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA) SS. COUNTY OF SACRAMENTO)

On this <u>30th</u> day of <u>December</u>, in the year 1983, before me, , a Notary Public in and for the said State, personally appeared J. 30th Ginni Rutkoff C. Hatfield , personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is

subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal. EXECUTIVE CONTRACTOR CONT OFFICIAL SEAL ののののいい

FORM DT 112 (9-74) B&B DEPT. DIAMOND INTERNATIONAL CORP. 735 MAR



My

Commission expires: May 19.

STATE OF OREGON: COUNTY OF KLAMATH:SS I hereby certify that the within instrument was received and filed for record on the<u>13th</u> day of <u>January</u> A.D., 19 <u>34</u>at <u>11:20</u> clock : and duly recorded in VolM84, of <u>Mortgages</u> on page 101

Fee 16.00

EVENIN BIEHN, COURTY CLERG by Then Sporthe Dopaty